



Procurement and Contract Administration  
3333 Forest Hill Blvd  
West Palm Beach, FL 33406  
[www.pbchafl.org](http://www.pbchafl.org)  
Carol Jones-Gilbert, Chief Executive Officer

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**Invitation for Bids  
Arborist Tree Trimming Services  
PBCHA-IFB-2025-11**

**Issue Date: December 15, 2025**  
**Pre-bid Conference: December 30, 2025 @ 2:00 PM**  
***Site walkthrough will take place after the pre-bid conference.***  
**Closing Date and Time: January 27, 2026 @ 2:00 PM**

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This communication serves to apprise you of the above-mentioned Invitation for Bids (IFB) for Arborist Tree Trimming Services. We invite you to respond to this IFB. Please carefully review all sections, paying particular attention to the closing date and time listed above and within the body of the documents.

**SEALED BIDS MUST BE MAILED, OR HAND DELIVERED TO THE APPLICABLE ADDRESS SHOWN ON PAGE 2 OF THE SOLICITATION. EMAILED OR FAXED BIDS WILL NOT BE CONSIDERED.**

**All Inquiries For Information Should Be Directed To:**

LaQuavial Pace, Contracts and Procurement Manager  
3333 Forest Hill Blvd  
West Palm Beach, Florida 33406  
Email: [procurement@pbchafl.org](mailto:procurement@pbchafl.org)



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- I. **PURPOSE:** The Palm Beach County Housing Authority (PBCHA) acting for itself, instrumentalities and/or affiliates is soliciting sealed bids from qualified, licensed arborists to provide tree trimming services in accordance with the specifications outlined in the IFB solicitation. The work will be performed at our remote properties located throughout Palm Beach County, Florida.

II. **BACKGROUND:**

A. **OVERVIEW:** The Palm Beach County Housing Authority (PBCHA) is a special district of the State of Florida; a public body corporate and politic created in 1969 pursuant to Chapter 421 Laws of the State of Florida. PBCHA administers public and affordable housing programs to serve eligible individuals and families within Palm Beach County. PBCHA is governed by a five (5) member Board of Commissioners (BOC). The Commissioners are appointed by the Governor of the State of Florida and exercise all powers granted to the Authority pursuant to Florida Statutes.

As a recipient and sub-recipient of funding awarded by the U.S. Department of Housing and Urban Development ("HUD") through an Annual Contributions Contract (ACC), PBCHA owns and operates 428 public housing dwelling units, located in its 4 multi-family communities, including 42 scattered site single-family dwelling units and several acres of vacant land throughout Palm Beach County. Additionally, PBCHA administers over 3,000 Section 8 Vouchers under the Housing Choice Voucher Program, 75 Mainstream 5-year Vouchers and 221 Housing Opportunities for Persons with Aids, owns 148 affordable (non-federally assisted) housing units and 6 NSP homes. SPECTRA Organization is an instrumentality of PBCHA.

B. Under Section 287.057, Florida Statutes, it is the intent of this solicitation to allow for cooperative purchasing. In addition, other local governments, school boards, and other agencies serving local governments may have access to this contract(s). Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify PBCHA in writing of any such authorized users accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The contractor will provide annual usage reports for all users of the contract(s). Authorized users shall work directly with the Contractor and shall administer their use of the contract(s) to include contractual disputes, invoicing, and payments without direct administration from PBCHA. PBCHA shall not be held liable for any costs or damages incurred by any other participating body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that PBCHA is not responsible for the acts or omissions of any user of the contract(s) and will not be considered in default of the agreement no matter the circumstances. Use of this Contract(s) does not preclude any participating public body from using other contracts or competitive processes as required by law.

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### **III. PBCHA RESERVATION OF RIGHTS AND PROTEST PROCEDURES:**

1. The PBCHA reserves the right to reject any or all proposals, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the PBCHA to be in its best interests.
2. The PBCHA reserves the right not to award a contract pursuant to this IFB or award a contract to more than one Bidder/Professional if it deems it is necessary to do so.
3. The PBCHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days' written notice to the successful bidder(s).
4. The PBCHA reserves the right to determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
5. The PBCHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the PBCHA Purchasing Manager (PM).
6. The PBCHA reserves the right to reject and not consider any proposal that does not meet the requirements of this IFB, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
7. PBCHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the PBCHA under the following conditions:
  - 7.1 Funding is not available;
  - 7.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
  - 7.3 PBCHA's requirements in good faith change after the award of the contract.
8. The PBCHA reserves the right to request bidder information regarding financial responsibility and viability or such other information as the PBCHA determines is necessary to ascertain whether a bid is in fact the lowest responsive and responsible bid submitted.
9. PBCHA reserves the right to contact any individual, entities, or organizations that have had a business relationship with the bidder regardless of their inclusion in the reference section of the bid submittal.
10. In the event any contract resulting from this IFB is prematurely terminated due to nonperformance and/or withdrawal by the successful bidder, PBCHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the successful bidder to cover costs for interim services and/or cover the difference of a higher cost (difference between the terminated successful bidder's rate and new company's rate) beginning the date of successful bidder's termination through the contract expiration date.

11. The PBCHA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
12. The PBCHA reserves the right to accept only one Solicitation per company carrying the same Tax Identification Number.
13. PBCHA reserves the right and requires all Bidder/Professional to comply with the following:
  - 13.1 Bidder/Professional agrees to comply with the federal statutes relating to non-discrimination. These include but aren't limited to Section 504 of the Rehabilitation Act of 1973 as amended (29USC section 794) which prohibits discrimination on the basis of handicap and the American with Disabilities Act of 1990.
  - 13.2 The Bidder/Professional agrees to abide by the requirements of the following as applicable; The Rehabilitation Act of 1973 as amended, the Vietnam Veterans Readjustment Assistance Act of 1974; the Requirements of the ADA of 1990. The Bidder/Professional agrees not to discriminate in its employment practices and will render services under this agreement and any contract entered into as a result of this agreement, without regard to Veteran status or disabilities. Any failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement and any contract entered into as a result of this agreement.
  - 13.3 The PBCHA reserves the right to reject and not consider any bid of which communication between a Bidder and a member of the PBCHA staff, its Residents or Board of Commissioner (BOC) is violated. Communication regarding this Proposal is recommended for award of a contract. Questions pertaining to this Proposal shall be addressed only to the "Designated Contact(s)" as specified on the previous page of this document, Failure to comply with this requirement shall result in the Proposal being considered nonresponsive.
  - 13.4 The PBCHA shall reserves the right to at any time during the IFB or contract process to Prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing PBCHA and DemandStar websites and downloading and responding to this Solicitation, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet site, and further agrees that he/she will inform the PBCHA in writing 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the PBCHA that he/she feels need to be addressed. Failure to abide by this time frame shall relieve the PBCHA, but not the prospective bidder, of any responsibility pertaining to such issues.

14. In the event PBCHA rejects all bids submitted, PBCHA reserves the right to re-advertise this IFB for new bids, to modify this IFB and re-advertise for new bids or to proceed to have the work completed otherwise.

**IV. SCOPE OF WORK:** The Contractor at a minimum, shall have crew supervisor(s) that is certified by International Society of Arboriculture (ISA) as an Arborist. Their names and certification number(s) must be retained on file for the duration of this contract. Any changes in the status of the “certified” individual(s) during the life of this contract must be reported to the State of Florida and the PBCHA at the time of occurrence. All certification numbers will be verified through the ISA’s office. Failure to have a verified arborist on site at all times shall result in termination of contract. The Contractor shall furnish all labor, material, equipment, tools, supplies, supervision, and transportation necessary to provide services outlined in this IFB. The bidders are advised that Davis-Bacon labor standards will apply to this work. These labor standards require that workers receive no less than the prevailing wages.

4.1 All trimming shall follow federal, state and local regulations and industry standards and shall follow Palm Beach County Pruning Guidelines. Pertinent summary information from the County’s Guidelines follows.

- a. The contractor shall remove all dead, dying, diseased, interfering, objectionable, and weak branches.
- b. The contractor shall remove all interior interfering branches and one of all crossed or rubbing branches where practicable so the removal thereof will not have large holes in the general form of the tree.
- c. The contractor shall remove the branch of all structurally weak “V” crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees. Special attention should be given to the effect removal of such branches will have on the ultimate form of the tree.
- d. The contractor shall remove the trunk suckers and water sprouts, especially where they are present above the upper one half (1/2) of the tree.
- e. The contractor shall improve the appearance of the trees trimmed.

4.2 Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate trimming shall be done in order to maintain a tree-like form typical of the species of the tree being trimmed.

4.3 All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts which produce large wounds or weaken the tree at the cut shall not be made. Sharp trimming tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six inches or less in diameter shall be trimmed with hand and/or hydraulic trimming tool only.

4.4 It is necessary to precut branches that are too heavy to handle to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

4.5 On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or bleach solution after each cut and between trees where there is known to be a danger of transmitting the diseases on tools.

4.6 Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs is not an acceptable work practice for tree trimming operations on live trees.

The Contractor shall remove all tree limbs and tree debris from the site and dispose of these limbs and debris outside the grounds of the Palm Beach County Housing Authority property, in accordance with applicable ordinances and regulations of the City of West Palm Beach, City of Lantana, Palm Beach County, and State of Florida, as appropriate.

The Contractor shall refrain from the practice of "free falling" the trees. All trees shall be limbed out prior to the final cutting of the trunk. Headstones, lights, streets, and other manmade structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Rope or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.

Limbs and trunks temporarily placed in the boulevard areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging a curb or pavement shall not be acceptable and under no circumstances shall these materials be allowed to lay on the boulevard or in park overnight. The contractor will be fine at minimum \$ 100.00 per day for limbs, branches, logs and/or debris left on the site by the contractor.

All infectious diseases or parts of dead trees, possibly harboring vectors of infectious diseases, shall be removed from the site and shall become the Contractor's responsibility to ensure destruction of the diseased or dead wood in accordance with the State statutes and local ordinances.

### **PROTECTION OF OVERHEAD UTILITIES**

Removal/trimming operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation. The Contractor shall make arrangement with the utility for removal of necessary limbs, and branches which may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.



### **SITE LOCATIONS**

<u>Location</u>	<u>Location Address</u>	<u>Asset Manager Name</u>	<u>Contact Number</u>
Drexel House Apartments	1745 Drexel Road, West Palm Beach, FL 33417	Abeliz Armstrong	(561) 884-2641
Dyson Circle Apartments	4695 Dyson Circle North, West Palm Beach, FL 33415	Kellee Granville	(561) 414-0886
Banyan Club Apartments	2300 Banyan Lake Circle, West Palm Beach, FL 33415	Drekyra Collins	(561) 291-1734
Schall Landing Apartments	2402 Schall Circle, West Palm Beach, FL 33417	Diane Wilson	(561) 654-3037
Seminole Circle Apartments	6388 Seminole Circle, Lantana, FL 33462	Jessica Canedo	(561) 718-2872

### **SANITARY FACILITIES**

The Contractor may not use the sanitary facilities in leasing offices during the course of the work. The Contractor must provide at its own expense a portable facility within the designated staging area permitted only with written authorization of the PBCHA Property Manager and is at the sole risk of the Contractor.

### **DEBRIS REMOVAL**

Successful bidder to ensure proper dumping of all waste from the site. Successful bidder shall provide a cleared site free of all debris, contractor equipment, etc. off-site daily. Disposal of debris on site is prohibited in PBCHA dumpsters and trash bins.

## **V. GENERAL & SUPPLEMENTARY CONDITIONS**

- A. **Service Working Hours:** All work should be performed during regular working hours Monday – Thursday between the hours of 8:30 a.m. to 5:00 p.m., excluding holidays. **Work on Friday, Saturday and Sunday is strictly prohibited, except in an emergency.**
- B. **Verification of Work:** The contractor's personnel shall check in with the Housing Authority Representative at each respective Palm Beach County Housing Authority site office during normal working hours prior to commencing work and check out after completing the work. This requirement applies to all work. The contractor is not authorized to have access to any unit, building or area without obtaining permission.
- C. **Next Lowest Bidder:** In the event of default by the awardee, the Palm Beach County Housing Authority reserves the right to utilize the next lowest bidder as the new awardee. The next lowest bidder, if it wishes the award, shall be required to provide the bid items/services at the prices as contained in its proposal or bid for this specification.

- D. **Default:** Any award resulting from this specification may be canceled or annulled by the Contracting Officer as a whole or in part by written notice of default to the awardee upon non-performance or violation of award terms. An award may be given to the next lowest bidder, or services specified may be purchased on the open market. Failure of the awardee to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Contracting Officer, shall constitute award default.
- E. **Performance Assurance:** The awardee may be required to furnish in writing that they maintain permanent places of business and have adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously and can provide necessary services.

The Palm Beach County Housing Authority reserves the right to inspect the bidder's place of business and equipment to determine the responsibility of said bidder to perform or provide the requirements of the bid request prior to awarding any award.

F. **Quality Assurance:**

- a. Pre-Inspection Meetings: Conduct meeting to verify project requirements and conditions.
- b. In the event any work performed under the Contract is deemed unsatisfactory to PBCHA; the Contractor shall be notified in writing of the deficiency. Corrective action shall commence within 24 hours of notification. All work found unacceptable to PBCHA shall be corrected by the Contractor at no additional cost to PBCHA. In the event corrective action is not taken in a timely manner, as determined by the Contract Administrator, PBCHA reserves the right to terminate the contract or any portions thereof.
- c. The Contractor shall take all necessary precautions during the period of service to protect existing facilities from damage by all workers, including Subcontractors. Any property damage caused by the contractor's employees or Subcontractors will be the responsibility of Contractor, at no additional cost to PBCHA. Contractor will hold PBCHA harmless in the event of any loss, damage or theft to contractor's or Subcontractor's equipment onsite.

G. **Davis-Bacon Wages:** applies – See Attachment M.

H. **Pre-bid Conference:** There will be a pre-bid conference for this Invitation for Bids (IFB) which will be held on Tuesday, December 30, 2025, at the Main Office Building located at 3333 Forest Hill Blvd., West Palm Beach, FL 33406 at 2:00 p.m. It is the sole responsibility of the Bidder to inspect the PBCHA's location(s) prior to submitting a bid.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

There will be a site walkthrough immediately after the conclusion of the pre-bid conference. All these facilities are secure, and contractors will not be granted access.

**I. Background Check:**

The Contractor and all Subcontractors shall be required to comply with the PBCHA security procedures and the PBCHA Contractor and Subcontractors Background Screening Requirements as follows:

- a. Contractors shall conduct background checks for all their employees working on PBCHA properties. Copies of completed background checks shall be delivered to the PBCHA Contract Administrator. The Notice to Award will not be issued, and no work may begin until background checks have been approved by PBCHA. Employees of the Contractor and any Subcontractor with criminal backgrounds may be prohibited from working on this or any other PBCHA projects.
- b. After work has commenced, any new employees of the Contractor or any approved Subcontractor added to the payroll must also comply with the PBCHA security background check requirements as stated above.

**J. Bid Submission:** The bids shall be in a sealed envelope or sealed package and addressed as directed below. The Bidder shall provide one (1) original bid with required attachments. The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

Invitation For Bids No. PBCHA-IFB-2025-11  
Closing Date: January 27, 2026; 2:00 PM  
Title: Arborist Tree Trimming Services  
Offeror's Authorized Contact Person: \_\_\_\_\_  
Telephone number of Contact Person: \_\_\_\_\_  
Name of Procurement Officer: LaQuavial Pace, Contracts and Procurement Manager

A public bid opening will be held on January 27, 2026, at 2:10 p.m. at 3333 Forest Hill Blvd., West Palm Beach, FL 33406. Late submissions will not be considered. They will be handled in accordance with the provision, within the form, HUD-5369-B, entitled Late Submission, Modifications, and Withdrawal of Bids.

**K. Bid Prices:**

The bidder(s) must quote a firm fixed prices for services on the bid form. Bidder(s) can bid on single, multiple or all lots will be considered. Bid prices shall be firm fixed prices and shall not be amended after the time and date of the close of receipt of bids. Any attempt by the awardee to amend said bid prices shall constitute default as outlined in these specifications. The Housing Authority is exempt from all state and federal sales taxes. PBCHA shall not be liable for any costs incurred by the bidder(s) in responding to this solicitation.

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L. **Bid Documents**: The Contractor shall examine this bid carefully. Ignorance of these requirements will not relieve the Contractor of liability and obligation under the contract.

**VI. GENERAL TERMS AND CONDITIONS:**

A. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the state of Florida and any litigation with respect thereto shall be brought in the courts of the Clerk & Comptroller, Palm Beach County. This contract is made, entered into, and shall be performed in the jurisdiction of Palm Beach County, Florida. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations. The Contractor shall procure any permits and licenses required for its business or the services to be provided by it hereunder.

B. **ETHICS IN PUBLIC CONTRACTING**: By submitting their bids, Offerors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

C. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their bids, Offerors certify that they do not and will not during the performance of this contract employ undocumented immigrant workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. **DEBARMENT STATUS**: By submitting their bids, Offerors certify that they are not currently debarred by PBCHA, the state of Florida or the Federal Government from submitting offers or bids on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

E. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfer to all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the state of Florida, relating to the particular goods or services purchased or acquired by under said contract.

F. **CLARIFICATION OF TERMS**: If any prospective offeror has questions about the specifications other solicitation documents, the prospective offeror should contact the Contract Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

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G. **PAYMENT:**

1. To Prime Contractor:

Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) of the federal employer identification number (for proprietorships, partnerships, and corporations).

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment of less than 30 days, however.

All goods or services provided under this contract or purchase orders, which are to be paid for with public funds, shall be billed by the contractor at the contract price.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Florida Fair Debt Collection Practices Act.

- A. All invoices for parts or materials shall be accompanied by a supplier's invoice for all parts or materials being billed for.
- B. Five percent (5%) retainage on all invoices will be held by PBCHA until thirty (30) days after the final acceptance of the work.

**Unreasonable Charges.** Under certain Invitation for Bid and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice is held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, PBCHA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve PBCHA of its prompt payment obligations with respect to those charges which are not in dispute.

2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor (s) within seven (7) days of the contractor's receipt of payment from for the proportionate share of the payment received for work performed by the sub-contractor under the contract; or
- (2) To notify PBCHA and the sub-contractor, in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the sub-contractor interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PBCHA.

**H. PRECEDENCE OF TERMS:** The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT, HUD FORMS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any special Terms and Conditions in this solicitation, the state and federal procurement guidelines outlined in the Florida Public Bid Law and the HUD handbook 7460.8 Rev 2 shall apply.

**I. QUALIFICATIONS OF BIDDERS**

To be considered qualified to perform the services under the Scope of Work, contractors performing the required services must have the following qualifications:

1. State and local license as required.
2. Certified in arboriculture.
3. Minimum of three (3) years of arboriculture experience.

PBCHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to PBCHA all such information and data for this purpose as may be requested.

PBCHA reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. PBCHA further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**J. TESTING AND INSPECTION:** PBCHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

K. **ASSIGNMENT OF CONTRACT:** The contractor may **not** assign or transfer this Contract, any interest herein or any claim hereunder in whole or in part without the written consent of PBCHA. None of the required work shall be subcontracted by the contractor without the prior, written consent of PBCHA, which may be withheld by PBCHA in its sole discretion.

The contractor shall be fully responsible for acts and omissions of the contractor's subcontractor's and of persons either directly or indirectly employed by its subcontractors, as the contractor is for the acts and omissions of persons directly employed by the contractor. The contractor shall include in each subcontract the contractor enters into for the provision of services under this contract all provisions required to be included in such subcontracts established elsewhere within this contract.

L. **CONTRACT AWARD:**

1. **Lowest Responsive and Responsible Bidder:** Award to the Lowest Responsive and Responsible Bidder (24 CFR 85.36(d) (2) (ii) (D)). After the Contracting Officer evaluates each bid, the responsive and responsible bidder that submits the bid whose dollar value is lowest shall be awarded the contract.

2. Contract Award Procedure: If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

2.1 By completing, executing, and submitting the Bid Form and all requirement attachments, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the PBCHA, either in hard copy, or electronic copy. Accordingly, the PBCHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the PBCHA has no power or authority to negotiate any clauses contained within any attached HUD documents.

2.2 Award Approval: Depending on the amount of the award (typically for awards greater than \$100,000), it is possible that the PBCHA may take such contract award to its Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

M. **CONTRACT TERM:** The PBCHA anticipate that this contract will become effective upon contract signing and remains in effect for four (4) months or until completion of work. This contract shall not exceed four (4) months unless failure to perform caused by Acts of God or events beyond its reasonable control. Performance will resume once the event has ended.

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**N. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed upon by the parties as a part of their written agreement to modify the scope of the contract.
2. PBCHA may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation.

The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such an order and shall give PBCHA credit for any savings. Said compensation shall be determined by one of the following methods:

- a) By mutual agreement between the parties in writing; or
- b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units or work performed, subject to 's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present PBCHA with all vouchers and records of expenses incurred and savings realized. shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to PBCHA within thirty (30) days from the date of receipt of the written order from. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with state and federal guidelines.

**O. TERMINATION FOR CAUSE:**

- a. Prior to a termination for cause, PBCHA will give the Contractor written notice specifying the cause. The notice will give the Contractor Ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to PBCHA curing the default.



b. PBCHA may terminate the Contract in whole or in part and from time to time, whenever PBCHA determines that the Contractor is:

1. defaulting in performance of this Contract;
2. failing to make satisfactory progress in the execution of the Contract;  
or
3. endangering the performance of this Contract.

P. **TERMINATION FOR CONVENIENCE:** This Contract may be terminated by PBCHA in whole or in part, upon written notice to the Contractor, when PBCHA determines this to be in its best interest. The termination shall be effective Ten (10) days after written notice has been issued.

Q. **INSURANCE:** By signing and submitting a bid under this solicitation, the Proposer certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the state of Florida. The contractor's insurance company will supply a Certificate of Insurance listing the required limits below and the Certificate of Insurance shall name PBCHA as an additional insured.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation – The Contractor shall also obtain and maintain worker's compensation insurance as required by statutory requirements and benefits, and in such policy limits as mandated, by the State and shall require any subcontractor engaged by the Contractor to satisfy such requirement as well. Coverage is compulsory for employers of three or more employees, to include the employer.

Contractors who fail to notify PBCHA of increases in the number of employees that change their workers' compensation requirements under the state of Florida during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Automobile Liability (minimum) – \$1,000,000 combined single limit.
4. Commercial General Liability (minimum) - \$1,000,000 per occurrence, \$2,000,000 aggregate, including \$50,000 for fire damage. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **PBCHA and its affiliates must be named as an additional insured and so endorsed on the policy.**

5. The Contractor shall indemnify, hold harmless and defend PBCHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:
- a) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants, or employees;
  - b) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees are alleged to be liable;
  - c) the negligence or other actionable faults of any subcontractors engaged by the Contractor; or
  - d) claims, suits, actions, or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as determined under the State workers' compensation laws.

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Type	Limit Not Be Less Than
Commercial General Liability	1,000,000 per occurrence and \$ 2,000,000 in the aggregate for bodily injury, personal injury, and broad form property damage, including the following coverage: Contractual Liability, Premises and Operations; Products & Completed Operations; Independent Contractors & Subcontractors; Sexual Molestation and Abuse. Coverage shall be endorsed to apply on a project or per contract basis.
Umbrella Liability	Umbrella/Excess Liability insurance coverage with a limit of liability of at least \$ 5,000,000
Professional/Management Liability	\$1,000,000 per claim and \$2,000,000 in the aggregate that covers professional errors and omissions, negligent acts, and misconduct or lack of ordinary skill during the term of the Agreement.
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage coverage per occurrence including the following: owned automobiles, hired automobiles, non-owned automobiles.
Fidelity Bond or crime Insurance	A fidelity bond (also known as an employee dishonesty bond or an honest bond) in the amount of at least \$2,000,000. The bond must cover all employees performing within the scope of the Agreement. The bond shall cover losses due to dishonest acts of employees and/or failure to faithfully perform duties. Employees and/or failure to faithfully perform duties. Employee theft coverage evidence under a crime policy will be accepted in lieu of the bond requirement.
Worker's Compensation	Meeting all the statutory requirements of the State of Florida and with the following Employer's Liability limits:  Bodily Injury by Accident - \$ 500,000 each accident Bodily Injury by Disease - \$ 500,000 policy limit Bodily Injury by Disease - \$ 500,000 each employee

R. **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, PBCHA will publicly post such notice on its website ([www.pbchafl.org](http://www.pbchafl.org)) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, of/or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees place by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **SMOKE-FREE WORKPLACE:** PBCHA “smoke-free” policy bans the use of prohibited tobacco products in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy also extends to all outdoor areas up to twenty-five feet from the public housing and administrative office buildings. Contractors and all personnel are prohibited from the use of any prohibited tobacco products on PBCHA property.

U. **NONDISCRIMINATION OF CONTRACTORS:** An Bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Proposer or contractor employs ex-offenders unless has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, service, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **PERSONNEL:**

1. The Contractor represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of PBCHA, nor shall they have any contractual relationship with PBCHA. All commitments made by the Contractor in the Bid with respect to (i) the Contractor's qualifications and its satisfaction of mandatory requirements in the IFB and (ii) the number and qualifications of its personnel to be assigned to this Contract, shall be incorporated herein by this reference.
2. All the required services will be performed by the Contractor or under its supervision, and all personnel employed by the Contractor shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. The Contractor certifies that it will comply with PBCHA's request for the reassignment of any employee of Contractor performing the Required Services hereunder when PBCHA determines, in its reasonable opinion that such employee is not suited to work on this Contract.
3. The Contractor shall at all times conduct their work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the occupants of units/buildings, and to insure the protection of persons and property. No road or street shall be closed to the public except with the

permission of the proper authorities. Fire hydrants on or adjacent to the work site shall be kept accessible for fire-fighting equipment at all times.

W. **NO WAIVER**: No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.

X. **MINORITY BUSINESS PARTICIPATION**: The Contractor shall use its best efforts to comply with the commitment it has made in the Bid relative to the participation of businesses primarily (at least 51%) owned by minorities, women or public housing residents or small businesses (collectively, "Disadvantaged Business Enterprises") in the performance of this Contract.

By executing this Contract, the Contractor accepts the right of PBCHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this Paragraph. The Contractor agrees to promptly submit reports to PBCHA on request detailing the level of participation by Disadvantaged Business Enterprises in this Contract. PBCHA shall have the right to review all relevant documents of the Contractor relating to the participation of Disadvantaged Business Enterprises in this Contract on an ongoing basis. PBCHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this Paragraph on an annual basis.

## VII. **SPECIAL TERMS AND CONDITIONS**:

### A. **Notices**:

1. Any notice, instruction, request, or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, to the contractor.
2. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to or any of its representatives, unless stated otherwise elsewhere in this Contract, shall be signed, or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid, to:

Palm Beach County Housing Authority  
Procurement and Contract Administration  
3333 Forest Hill Blvd  
West Palm Beach, FL 33406

ATTN: LaQuavial Pace, Contracts and Procurement Manager or to such representative or address as may designate in writing to the Contractor.

B. **ADVERTISING**: The Contractor shall not use any indication of its services to PBCHA for commercial or advertising purposes without prior approval from PBCHA.

C. **AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the state of Florida, whichever is sooner. PBCHA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

D. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that PBCHA shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

E. **BID ACCEPTANCE PERIOD**: Any Bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the Offeror. If the bid is not withdrawn at that time it remains in effect until an award is made, or the solicitation is canceled.

F. **CONFLICT OF INTEREST**: The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Florida Public Bid Law s.112.311 of Florida Statutes), The Florida Communications Fraud Act (Section 817.034).

G. **DISCLOSURE OF CONFLICT OF INTEREST**: Each bidder must disclose, in writing, any actual, potential, or perceived conflict of interest that may exist or arise in relation to the preparation and submission of their bid, or in the performance of any resulting contract. A conflict of interest includes, but is not limited to:

- Relationships with current or former employees of the issuing organization.
- Involvement in the preparation of this IFB or related documents.
- Any financial interest in another bidder's proposal.
- Any situation that may provide the bidder with an unfair advantage.

Bidders must take all reasonable steps to identify, avoid, and address conflicts of interest. If a conflict of interest is discovered at any stage of the process, the bidder must immediately disclose it in writing.

H. **CONSEQUENCES OF NON-DISCLOSURE OF CONFLICT OF INTEREST**: Failure to disclose a conflict of interest, or the existence of an undisclosed conflict of interest that is discovered by the issuing authority, may result in:

**This space was intentionally left blank.**

- Disqualification of the bid.
- Termination of any contract awarded.
- Legal or other remedies are available to the issuing authority.

I. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless PBCHA, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

J. **MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING**: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

K. **SAFETY STANDARDS**: All personnel shall, at all times, wear approved clothing, hard hats, safety vests, and any other equipment required to meet OSHA standards.

The Contractor must meet motor carrier safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.

- a. The Contractor shall perform all work in safe and professional manner in accordance with the highest standards of the governing construction industry association.

L. **UNAUTHORIZED PERSONNEL**: Neither contractor nor his/her personnel shall permit any other individual to have access to the unit, rooms, nor grounds designated herein. Anyone not employed by the Contractor will not be permitted on PBCHA property. Unauthorized personnel, such as friends, visitors, children, or any other family members that are on site may be cause for cancellation of the contract.

M. **WORK SITE DAMAGES**: Contractor shall be responsible for any damage by his/her company during the course of completing work to any building or structure and shall repair to match existing materials or surfaces to the satisfaction of the PBCHA's representative. The contractor shall at his/her own expense replace any materials damaged to an extent that they cannot be restored to their original condition. The contractor shall be responsible and liable for injury to any life or property during the course of their work.

N. **THIRD PARTY CLAIMS:** The Authority shall be held harmless from any third-party legal claims. The PBCHA will contract only with the Contractor. Any sub-contractors employed by the Contractor will be the responsibility of the Contractor.

**VIII. METHOD OF PAYMENT:**

The Contractor shall submit invoices to Accounts Payable upon completion of any other services by the 10<sup>th</sup> day of the month following the month in which the required Goods and Services were rendered. PBCHA may take a 2% discount from an invoice if payment can be made within ten (10) days of receipt of a valid invoice. Otherwise, PBCHA shall pay such invoices net thirty (30) days following receipt. All invoices shall clearly describe the work performed. PBCHA shall not be subject to payment of late fees or finance charges to the Contractor for its failure to timely pay invoices submitted by the Contractor hereunder. Invoices shall be sent to the following address:

Palm Beach County Housing Authority  
Accounts Payable  
3333 Forest Hill Blvd.  
West Palm Beach, Florida 33406  
[accounting@pbchaf1.org](mailto:accounting@pbchaf1.org)

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**IX. ATTACHMENTS:**

- A. Reference Form
- B. Non-Collusive Affidavit
- C. Certificate of Non-segregated Facilities
- D. Section 3 Clause and Minority Business Participation Commitment Form (Required)
- E. HUD-5369 Instruction to Bidders for Contracts
- F. HUD-5369-A Representations, Certifications and Other Statements of Bidders
- G. HUD-5370-C General Conditions for Non-Construction Contracts
- H. HUD 2992 Certification Regarding Debarment and Suspension
- I. HUD- 50070 Drug-Free Workplace Certification
- J. Public Entity Crime Form
- K. Bid Form
- L. Equal Employment Opportunity Certification
- M. Wage Determination – Davis Bacon Wage Decision (Residential)
- N. Release of Lien Forms
- O. Site Maps
- P. Palm Beach County Pruning Guideline

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## ATTACHMENT A

### REFERENCES

List the latest Four (4) customers for the specified services in the spaces provided below giving the company name, contact person, address, telephone number, and the date the services were performed, as described.

1. Company Name			
Contact Name			
Address			
City/State/Zip Code			
Telephone Number		Email Address	
Date Work Performed:			

2. Company Name			
Contact Name			
Address			
City/State/Zip Code			
Telephone Number		Email Address	
Date Work Performed:			

3. Company Name			
Contact Name			
Address			
City/State/Zip Code			
Telephone Number		Email Address	
Date Work Performed:			

4. Company Name			
Contact Name			
Address			
City/State/Zip Code			
Telephone Number		Email Address	
Date Work Performed:			

**This space was intentionally left blank.**

## ATTACHMENT B

### **NON-COLLUSIVE AFFIDAVIT**

For Advertised Bids

State of \_\_\_\_\_)  
County of \_\_\_\_\_)

\_\_\_\_\_, being first  
duly sworn, deposes and says that:

(1) He is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_, the Bidder that has submitted  
the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and of  
all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affidavit, has in any way colluded,  
conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a  
collusive or sham bid in connection with the contract for which the attached bid has been submitted  
or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly,  
sought by unlawful agreement or collusion or communication or conference with any other bidder,  
firm or person to fix the price or prices in the bid price or the bid price of any other bidder, or to secure  
through any collusion, conspiracy, connivance or unlawful agreement any advantage against the  
Palm Beach County Housing Authority or any person interested in the proposed contract; and

(5) The price or prices in the attached bid are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents,  
representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## ATTACHMENT C

### CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for its employees any segregated facilities at any of its establishments, and that he does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in its files.

Date \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_  
(Name of Bidder)

Official Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

## ATTACHMENT D

### SECTION 3 CERTIFICATE OF COMPLIANCE

Certification of Compliance with Regulations to Section 3 of Housing and Urban Development Act of 1968 as required for participation at Palm Beach County Housing Authority.

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#### PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C., 1731u (hereinafter Section 3) requires that to the greatest extent feasible, employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall be directed to low-income and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

\_\_\_\_\_(Hereinafter called the Company),

**CERTIFIES** that upon being awarded a contract to \_\_\_\_\_  
in the municipality of the City of West Palm Beach, Florida, that the Company:

- a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 135; and
- b) will comply with HUD's regulations in 24 CFR Part 135; and
- c) will send to each labor organization or representative of workers with which the Company has a collective bargaining agreement or other understanding, a notice advising the labor organization or the representative or workers of the Company's commitments under Section 3; and
- d) will include this Section 3 Certificate of Compliance in every subcontract subject to compliance with the regulations found in 24 CR Part 135 and further agrees to take the appropriate action pursuant to those regulations in the event the subcontractor is found to be in violation of 24 CFR Part 135; and
- e) will not subcontract with any subcontractor where the Company has notice or knowledge that the subcontractor has been found in violation of any provision of 24 CFR Part 135; and
- f) will not fill any vacant employment positions, including training positions, (1) after the Company is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR Part 135 require employment opportunities to be directed, in order to circumvent the Company's obligations under 24 CFR Part 135; and
- g) will, to the extent feasible, make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Minority Business and Section 3 Participation  
Commitment Form

**Project Name:** Arborist Tree Trimming Services

It is the policy of Palm Beach County Housing Authority (“PBCHA”) to encourage Minority and Section 3 participation in all contracts. To implement this policy, PBCHA shall encourage Minority and Section III participation through **subcontracting**, or other methods in contracting. You must complete this form, indicating the percentage of this Contract that **will be subcontracted to Minority and Section 3 Businesses and Section 3 Individuals**.

**Minority Participation:**

For the purpose of this commitment, the term “Minority Business” means a business at least 51 percent of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51 percent of the stock of which is minority owned, and the business is controlled by minority group members. For the purpose of the preceding sentence, “Minority Group Members” are citizens of the United States who are African-American, Hispanics, Asians, Pacific Islanders and American Indians.

Please indicate the percentage of minority business participation for this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms.

\_\_\_\_\_ **Percent \***

To be considered a “minority business,” the business must be so certified by the Palm Beach County Office of Equal Business Opportunity (OEBO), City of West Palm Beach or any other local, state, or federal agency that certifies businesses as a minority business.

**Section 3 Participation:**

For the purpose of this commitment, the term “Section 3” refers to Section 3 businesses and Section 3 individuals based on the definitions below:

**Definitions:**

*Low Income Person* as used above means a **resident of the West Palm Beach-Boca Raton Area** at or below 80% of medium income as shown in the Income Table below.

*Economic Opportunities* as used above means contracts with (a) businesses owned 51% or more by residents of West Palm Beach-Boca Raton metropolitan area at or below 80% of medium income or (b) business whose full-time employees are made up of at least 30% residents of Palm Beach County area at or below 80% of medium income. Such businesses are referred to as *Section 3 Business*.

**Income Table**

This table shows 80% of median income for West Palm Beach-Boca Raton Area for the designated number of persons in a family.

<u>1 person</u>	<u>2 persons</u>	<u>3 persons</u>	<u>4 persons</u>
\$65,450	\$74,800	\$84,150	\$93,500
<u>5 persons</u>	<u>6 persons</u>	<u>7 persons</u>	<u>8 persons</u>
\$101,00	\$108,500	\$115,950	\$123,450

To be considered a “Section 3 business or Section 3 individual”; the business must provide documentation supporting the income level of the employees and individuals.

Please indicate the percentage of Section 3 participation for this project. This refers to the percentage of the total dollar value of the Contract that will be available for Section 3 opportunities.

\_\_\_\_\_ **Percent \***

\*PBCHA will consider Minority and Section 3 participation in awarding this Contract. PBCHA reserves the right to approve or disapprove any subcontractor list or individual.

**FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR BID/OFFEROR BEING DECLARED NON-RESPONSIVE THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.**

The undersigned hereby certifies that he or she has read the terms of this commitment form and is authorized to bind the prospective bidder/offeror to the commitment herein set forth.

\_\_\_\_\_  
Firm’s Name

\_\_\_\_\_  
Name of Authorized Officer – printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Officer – signed

### SECTION III COMPLIANCE FORM

---

Contractor

---

Address

---

City, State, Zip Code

Subject: Statement of compliance with Section III Clause

Gentlemen:

In accordance with the provisions stated herein I will make a "good faith effort" to provide opportunities for the training and employment to qualified low-income residents in the area in which this project is located (Palm Beach County Area). This clause and reporting requirements will be incorporated into any lower tier contracts.

Attached is the report form to disclose the number of positions available for employment. We will comply and seek out the low-income person for any open positions. Notices shall be posted in conspicuous places available to employees and applicants for any open positions.

Sincerely submitted,

---

Typed Signature and Title

---

Signature

---

Date signed



**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3  
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business\_\_\_\_\_

Address of Business\_\_\_\_\_

Type of Business:    \_\_\_Corporation                                  \_\_\_Partnership  
                          \_\_\_Sole Proprietorship                      \_\_\_Joint Venture

Attached is the following documentation as evidence of status:

**For Business claiming status as a Section 3 resident-owned enterprise:**

\_\_\_Copy of resident lease                                  \_\_\_Copy of receipt of public assistance  
\_\_\_Copy of evidence of participation                  \_\_\_Other evidence  
   in a public assistance program

**For Business entity as applicable:**

\_\_\_Copy of Articles of Incorporation                  \_\_\_Certificate of Good Standing  
\_\_\_Assumed Business Name Certificate              \_\_\_Partnership Agreement  
\_\_\_List of owners/stockholders and                  \_\_\_Corporation Annual Report  
   % ownership of each                                  \_\_\_Latest Board minutes appointing  
  officers  
\_\_\_Organization chart with names and titles          \_\_\_Additional documentation  
   and brief function statement

**For Business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to  
Section 3 business:**

\_\_\_List of subcontracted Section 3 business (es) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently  
Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment  
with the business:**

___List of all current full-time employees	___List of employee claiming Section 3 status
___PHA/IHA Residential lease less than 3 years from day of employment	___Other evidence of Section 3 status less than 3 years from date of employment

Arborist Tree Trimming Services

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

\_\_\_\_\_  
Authorizing Name (Business)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Signature (Business)

\_\_\_\_\_  
Authorizing Name  
(Attested by)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Signature  
(Attested by)

## **ATTACHMENT E**

### **HUD-5369 INSTRUCTIONS TO BIDDERS FOR CONTRACTS**

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**U.S. Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee** (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference** (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.



## **ATTACHMENT F**

### **HUD-5369-A REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

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**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.  
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

## **ATTACHMENT G**

### **HUD-5370-C GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS**

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# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

## 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

## 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

## 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

## 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

## 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

## 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

## 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any



product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## **ATTACHMENT H**

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION HUD-2992**

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# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	

## **ATTACHMENT I**

### **HUD-50070 DRUG-FREE WORKPLACE CERTIFICATION**

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# Certification for a Drug-Free Workplace

## U.S. Department of Housing and Urban Development

**Public reporting burden.** Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

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Applicant Name

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Program/Activity Receiving Federal Grant Funding

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Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

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**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

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Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
X	

**ATTACHMENT J**  
**PUBLIC ENTITY CRIME FORM**

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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]  
by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

Or Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification) My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped  
commission name of notary public)

## ATTACHMENT K Bid Form

Having carefully examined the bid packet for the above referenced solicitation, for the Owner, the Palm Beach County Housing Authority, as well as the premises and conditions affecting this work and all other contract documents, I the "Contractor" propose to provide all labor, material, equipment, supervision, project management, and transportation necessary to provide services outlined in this IFB. The Contractor shall examine this bid carefully. Ignorance of these requirements will not relieve the Contractor of liability and obligation under the contract. It is the responsibility of the Contractor to measure each unit before providing pricing to the PBCHA.

**Note: Bidder(s) must include this bid form with bid submission. Bidder(s) can bid on single, multiple or all lots will be considered.**

Property Name and Address: <b>Banyan Club Apartments 2300 Banyan Lake Circle, West Palm Beach, FL 33415</b>				
<b>Lot A</b>	<b>Description</b>	<b># of Trees filled in by Contractor</b>	<b>Unit Price</b>	<b>Firmed Fixed Price # of Trees / Multiply by Unit Price</b>
	Tree removal		\$ _____	\$ _____
	Tree Trimming		\$ _____	\$ _____
	Stump Grinding		\$ _____	\$ _____
<b>Total</b>				\$ _____

Property Name and Address: <b>Drexel House Apartments 1745 Drexel Road, West Palm Beach, FL 33417</b>				
<b>Lot B</b>	<b>Description</b>	<b># of Trees filled in by Contractor</b>	<b>Unit Price</b>	<b>Firmed Fixed Price # of Trees / Multiply by Unit Price</b>
	Tree removal		\$ _____	\$ _____
	Tree Trimming		\$ _____	\$ _____
	Stump Grinding		\$ _____	\$ _____
<b>Total</b>				\$ _____

Property Name and Address: Dyson Circle Apartments 4695 N Dyson Circle, West Palm Beach, FL 33415				
Lot C	Description	# of Trees filled in by Contractor	Unit Price	Firmed Fixed Price # of Trees / Multiply by Unit Price
	Tree removal		\$ _____	\$ _____
	Tree Trimming		\$ _____	\$ _____
	Stump Grinding		\$ _____	\$ _____
<b>Total</b>				\$ _____

Property Name and Address: Schall Landing Apartments 2404 Schall Circle, West Palm Beach, FL 33417				
Lot D	Description	# of Trees filled in by Contractor	Unit Price	Firmed Fixed Price # of Trees / Multiply by Unit Price
	Tree removal		\$ _____	\$ _____
	Tree Trimming		\$ _____	\$ _____
	Stump Grinding		\$ _____	\$ _____
<b>Total</b>				\$ _____

Property Name and Address: Seminole Estates Apartments 6388 Seminole Circle, Lake Worth, FL 33462				
Lot E	Description	# of Trees filled in by Contractor	Unit Price	Firmed Fixed Price # of Trees / Multiply by Unit Price
	Tree removal		\$ _____	\$ _____
	Tree Trimming		\$ _____	\$ _____
	Stump Grinding		\$ _____	\$ _____
<b>Total</b>				\$ _____

PBCHA-IFB-2025-11  
Arborist Tree Trimming Services  
Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**Note: This contract will be awarded on the basis of the lowest bid by lot price.**

The award will be given to the lowest responsive and responsible bidder provided all pricing is reasonable and in the best interest of the PBCHA to accept. An unbalanced bid, where a unit price is unreasonably high or unreasonably low, may be rejected by the PBCHA as non-responsive.

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## **ATTACHMENT L**

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

Department of Veterans Affairs  
OMB Control No. 2502-0029  
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

##### **200.410**Definition of term “applicant”.

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

##### **200.420**Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

##### **200.425**Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

## **ATTACHMENT M**

### **WAGE DETERMINATION – DAVIS BACON WAGE DECISION (RESIDENTIAL)**

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"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4573 Revision No.: 29 Date Of Last Revision: 07/08/2025

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Florida

Area: Florida County of Palm Beach

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.76
01012 - Accounting Clerk II		21.05
01013 - Accounting Clerk III		23.55
01020 - Administrative Assistant		33.99
01035 - Court Reporter		24.39
01041 - Customer Service Representative I		15.23***
01042 - Customer Service Representative II		16.62***
01043 - Customer Service Representative III		18.66
01051 - Data Entry Operator I		17.37***
01052 - Data Entry Operator II		18.96
01060 - Dispatcher, Motor Vehicle		20.43
01070 - Document Preparation Clerk		18.15
01090 - Duplicating Machine Operator		18.15
01111 - General Clerk I		17.29***
01112 - General Clerk II		18.87
01113 - General Clerk III		21.18

01120 - Housing Referral Assistant	24.32
01141 - Messenger Courier	17.74***
01191 - Order Clerk I	18.80
01192 - Order Clerk II	20.52
01261 - Personnel Assistant (Employment) I	20.03
01262 - Personnel Assistant (Employment) II	22.40
01263 - Personnel Assistant (Employment) III	24.96
01270 - Production Control Clerk	24.29
01290 - Rental Clerk	18.49
01300 - Scheduler, Maintenance	19.51
01311 - Secretary I	19.51
01312 - Secretary II	21.82
01313 - Secretary III	24.32
01320 - Service Order Dispatcher	18.26
01410 - Supply Technician	33.99
01420 - Survey Worker	20.30
01460 - Switchboard Operator/Receptionist	17.88
01531 - Travel Clerk I	19.21
01532 - Travel Clerk II	21.33
01533 - Travel Clerk III	23.86
01611 - Word Processor I	17.90
01612 - Word Processor II	20.09
01613 - Word Processor III	22.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.05
05010 - Automotive Electrician	22.24
05040 - Automotive Glass Installer	20.76
05070 - Automotive Worker	20.76
05110 - Mobile Equipment Servicer	17.56***
05130 - Motor Equipment Metal Mechanic	23.73
05160 - Motor Equipment Metal Worker	20.76
05190 - Motor Vehicle Mechanic	23.73
05220 - Motor Vehicle Mechanic Helper	15.94***
05250 - Motor Vehicle Upholstery Worker	19.21
05280 - Motor Vehicle Wrecker	20.76
05310 - Painter, Automotive	22.24
05340 - Radiator Repair Specialist	20.76
05370 - Tire Repairer	16.61***
05400 - Transmission Repair Specialist	23.73
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.51***
07041 - Cook I	16.76***
07042 - Cook II	19.81
07070 - Dishwasher	13.88***
07130 - Food Service Worker	16.74***
07210 - Meat Cutter	18.40
07260 - Waiter/Waitress	14.19***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.39
09040 - Furniture Handler	14.06***
09080 - Furniture Refinisher	24.53
09090 - Furniture Refinisher Helper	17.74***
09110 - Furniture Repairer, Minor	21.19
09130 - Upholsterer	21.60
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.29***
11060 - Elevator Operator	14.69***
11090 - Gardener	24.22
11122 - Housekeeping Aide	14.69***
11150 - Janitor	14.69***
11210 - Laborer, Grounds Maintenance	17.43***
11240 - Maid or Houseman	15.97***
11260 - Pruner	15.20***
11270 - Tractor Operator	22.00
11330 - Trail Maintenance Worker	17.43***

11360 - Window Cleaner	16.85***
12000 - Health Occupations	
12010 - Ambulance Driver	19.48
12011 - Breath Alcohol Technician	26.73
12012 - Certified Occupational Therapist Assistant	35.31
12015 - Certified Physical Therapist Assistant	32.73
12020 - Dental Assistant	21.89
12025 - Dental Hygienist	37.74
12030 - EKG Technician	24.00
12035 - Electroneurodiagnostic Technologist	24.00
12040 - Emergency Medical Technician	19.48
12071 - Licensed Practical Nurse I	23.90
12072 - Licensed Practical Nurse II	26.73
12073 - Licensed Practical Nurse III	29.80
12100 - Medical Assistant	20.96
12130 - Medical Laboratory Technician	31.24
12160 - Medical Record Clerk	20.24
12190 - Medical Record Technician	22.64
12195 - Medical Transcriptionist	19.69
12210 - Nuclear Medicine Technologist	45.23
12221 - Nursing Assistant I	14.76***
12222 - Nursing Assistant II	16.60***
12223 - Nursing Assistant III	18.12
12224 - Nursing Assistant IV	20.34
12235 - Optical Dispenser	25.73
12236 - Optical Technician	17.46***
12250 - Pharmacy Technician	21.26
12280 - Phlebotomist	18.75
12305 - Radiologic Technologist	34.75
12311 - Registered Nurse I	27.82
12312 - Registered Nurse II	34.02
12313 - Registered Nurse II, Specialist	34.02
12314 - Registered Nurse III	41.16
12315 - Registered Nurse III, Anesthetist	41.16
12316 - Registered Nurse IV	49.35
12317 - Scheduler (Drug and Alcohol Testing)	33.12
12320 - Substance Abuse Treatment Counselor	27.98
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.38
13012 - Exhibits Specialist II	28.97
13013 - Exhibits Specialist III	35.44
13041 - Illustrator I	23.13
13042 - Illustrator II	28.67
13043 - Illustrator III	35.07
13047 - Librarian	31.00
13050 - Library Aide/Clerk	17.63***
13054 - Library Information Technology Systems Administrator	27.99
13058 - Library Technician	22.35
13061 - Media Specialist I	20.20
13062 - Media Specialist II	22.60
13063 - Media Specialist III	25.18
13071 - Photographer I	20.50
13072 - Photographer II	22.94
13073 - Photographer III	28.41
13074 - Photographer IV	34.75
13075 - Photographer V	42.05
13090 - Technical Order Library Clerk	22.13
13110 - Video Teleconference Technician	24.85
14000 - Information Technology Occupations	
14041 - Computer Operator I	24.31
14042 - Computer Operator II	27.20
14043 - Computer Operator III	30.31
14044 - Computer Operator IV	33.69
14045 - Computer Operator V	37.31

14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		24.31
14160 - Personal Computer Support Technician		33.69
14170 - System Support Specialist		37.31
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.22
15020 - Aircrew Training Devices Instructor (Rated)		41.40
15030 - Air Crew Training Devices Instructor (Pilot)		49.64
15050 - Computer Based Training Specialist / Instructor		34.22
15060 - Educational Technologist		30.61
15070 - Flight Instructor (Pilot)		49.64
15080 - Graphic Artist		27.77
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		49.64
15086 - Maintenance Test Pilot, Rotary Wing		49.64
15088 - Non-Maintenance Test/Co-Pilot		49.64
15090 - Technical Instructor		27.10
15095 - Technical Instructor/Course Developer		33.15
15110 - Test Proctor		21.87
15120 - Tutor		21.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		14.51***
16030 - Counter Attendant		14.51***
16040 - Dry Cleaner		16.59***
16070 - Finisher, Flatwork, Machine		14.51***
16090 - Presser, Hand		14.51***
16110 - Presser, Machine, Drycleaning		14.51***
16130 - Presser, Machine, Shirts		14.51***
16160 - Presser, Machine, Wearing Apparel, Laundry		14.51***
16190 - Sewing Machine Operator		17.28***
16220 - Tailor		17.97
16250 - Washer, Machine		15.20***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.71
19040 - Tool And Die Maker		32.73
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.53
21030 - Material Coordinator		24.29
21040 - Material Expediter		24.29
21050 - Material Handling Laborer		17.93
21071 - Order Filler		17.39***
21080 - Production Line Worker (Food Processing)		21.53
21110 - Shipping Packer		18.89
21130 - Shipping/Receiving Clerk		18.89
21140 - Store Worker I		13.54***
21150 - Stock Clerk		18.76
21210 - Tools And Parts Attendant		21.53
21410 - Warehouse Specialist		21.53
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.60
23019 - Aircraft Logs and Records Technician		30.13
23021 - Aircraft Mechanic I		37.21
23022 - Aircraft Mechanic II		39.60
23023 - Aircraft Mechanic III		41.95
23040 - Aircraft Mechanic Helper		25.01
23050 - Aircraft, Painter		34.89
23060 - Aircraft Servicer		30.13
23070 - Aircraft Survival Flight Equipment Technician		34.89
23080 - Aircraft Worker		32.57
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		32.57



I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	37.21
II		
23110	- Appliance Mechanic	22.96
23120	- Bicycle Repairer	20.02
23125	- Cable Splicer	38.89
23130	- Carpenter, Maintenance	23.31
23140	- Carpet Layer	25.63
23160	- Electrician, Maintenance	26.96
23181	- Electronics Technician Maintenance I	27.77
23182	- Electronics Technician Maintenance II	29.75
23183	- Electronics Technician Maintenance III	32.16
23260	- Fabric Worker	23.83
23290	- Fire Alarm System Mechanic	26.66
23310	- Fire Extinguisher Repairer	21.78
23311	- Fuel Distribution System Mechanic	27.19
23312	- Fuel Distribution System Operator	20.12
23370	- General Maintenance Worker	21.46
23380	- Ground Support Equipment Mechanic	37.21
23381	- Ground Support Equipment Servicer	30.13
23382	- Ground Support Equipment Worker	32.57
23391	- Gunsmith I	21.78
23392	- Gunsmith II	25.75
23393	- Gunsmith III	29.44
23410	- Heating, Ventilation And Air-Conditioning Mechanic	25.73
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.37
23430	- Heavy Equipment Mechanic	31.12
23440	- Heavy Equipment Operator	28.41
23460	- Instrument Mechanic	29.02
23465	- Laboratory/Shelter Mechanic	27.59
23470	- Laborer	17.93
23510	- Locksmith	24.24
23530	- Machinery Maintenance Mechanic	29.21
23550	- Machinist, Maintenance	27.06
23580	- Maintenance Trades Helper	18.49
23591	- Metrology Technician I	29.02
23592	- Metrology Technician II	30.87
23593	- Metrology Technician III	32.70
23640	- Millwright	29.02
23710	- Office Appliance Repairer	19.34
23760	- Painter, Maintenance	20.57
23790	- Pipefitter, Maintenance	28.82
23810	- Plumber, Maintenance	27.01
23820	- Pneudraulic Systems Mechanic	29.44
23850	- Rigger	24.75
23870	- Scale Mechanic	25.75
23890	- Sheet-Metal Worker, Maintenance	26.04
23910	- Small Engine Mechanic	22.55
23931	- Telecommunications Mechanic I	30.36
23932	- Telecommunications Mechanic II	32.31
23950	- Telephone Lineman	29.74
23960	- Welder, Combination, Maintenance	24.71
23965	- Well Driller	25.69
23970	- Woodcraft Worker	29.44
23980	- Woodworker	21.78
24000	- Personal Needs Occupations	
24550	- Case Manager	21.44
24570	- Child Care Attendant	15.30***
24580	- Child Care Center Clerk	19.07
24610	- Chore Aide	15.40***
24620	- Family Readiness And Support Services Coordinator	21.44
24630	- Homemaker	21.44

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	34.44
25040 - Sewage Plant Operator	30.22
25070 - Stationary Engineer	34.44
25190 - Ventilation Equipment Tender	23.14
25210 - Water Treatment Plant Operator	30.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.70
27007 - Baggage Inspector	17.03***
27008 - Corrections Officer	30.77
27010 - Court Security Officer	33.32
27030 - Detection Dog Handler	19.61
27040 - Detention Officer	30.77
27070 - Firefighter	36.34
27101 - Guard I	17.03***
27102 - Guard II	19.61
27131 - Police Officer I	40.79
27132 - Police Officer II	45.33
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	20.41
28042 - Carnival Equipment Repairer	22.47
28043 - Carnival Worker	14.10***
28210 - Gate Attendant/Gate Tender	20.25
28310 - Lifeguard	17.99
28350 - Park Attendant (Aide)	22.65
28510 - Recreation Aide/Health Facility Attendant	16.53***
28515 - Recreation Specialist	28.05
28630 - Sports Official	18.04
28690 - Swimming Pool Operator	26.58
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.20
29020 - Hatch Tender	35.20
29030 - Line Handler	35.20
29041 - Stevedore I	32.57
29042 - Stevedore II	37.71
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	49.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	33.83
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	37.26
30021 - Archeological Technician I	19.99
30022 - Archeological Technician II	22.36
30023 - Archeological Technician III	27.69
30030 - Cartographic Technician	27.69
30040 - Civil Engineering Technician	32.94
30051 - Cryogenic Technician I	30.67
30052 - Cryogenic Technician II	33.87
30061 - Drafter/CAD Operator I	19.99
30062 - Drafter/CAD Operator II	22.36
30063 - Drafter/CAD Operator III	24.92
30064 - Drafter/CAD Operator IV	30.67
30081 - Engineering Technician I	18.79
30082 - Engineering Technician II	21.92
30083 - Engineering Technician III	24.53
30084 - Engineering Technician IV	29.22
30085 - Engineering Technician V	35.73
30086 - Engineering Technician VI	42.54
30090 - Environmental Technician	23.03
30095 - Evidence Control Specialist	27.69
30210 - Laboratory Technician	22.94
30221 - Latent Fingerprint Technician I	32.30
30222 - Latent Fingerprint Technician II	35.67
30240 - Mathematical Technician	28.45
30361 - Paralegal/Legal Assistant I	24.47
30362 - Paralegal/Legal Assistant II	30.31
30363 - Paralegal/Legal Assistant III	37.07

30364 - Paralegal/Legal Assistant IV	44.85
30375 - Petroleum Supply Specialist	33.87
30390 - Photo-Optics Technician	27.69
30395 - Radiation Control Technician	33.87
30461 - Technical Writer I	30.80
30462 - Technical Writer II	37.67
30463 - Technical Writer III	45.58
30491 - Unexploded Ordnance (UXO) Technician I	31.19
30492 - Unexploded Ordnance (UXO) Technician II	37.73
30493 - Unexploded Ordnance (UXO) Technician III	45.22
30494 - Unexploded (UXO) Safety Escort	31.19
30495 - Unexploded (UXO) Sweep Personnel	31.19
30501 - Weather Forecaster I	30.67
30502 - Weather Forecaster II	37.31
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.92
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.69
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	37.73
31020 - Bus Aide	14.74***
31030 - Bus Driver	22.42
31043 - Driver Courier	18.14
31260 - Parking and Lot Attendant	14.23***
31290 - Shuttle Bus Driver	16.45***
31310 - Taxi Driver	14.82***
31361 - Truckdriver, Light	19.97
31362 - Truckdriver, Medium	21.85
31363 - Truckdriver, Heavy	24.38
31364 - Truckdriver, Tractor-Trailer	24.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.40
99030 - Cashier	14.08***
99050 - Desk Clerk	16.83***
99095 - Embalmer	28.67
99130 - Flight Follower	31.19
99251 - Laboratory Animal Caretaker I	18.23
99252 - Laboratory Animal Caretaker II	20.07
99260 - Marketing Analyst	38.54
99310 - Mortician	30.23
99410 - Pest Controller	22.12
99510 - Photofinishing Worker	18.10
99710 - Recycling Laborer	26.59
99711 - Recycling Specialist	33.56
99730 - Refuse Collector	23.18
99810 - Sales Clerk	15.78***
99820 - School Crossing Guard	17.52***
99830 - Survey Party Chief	25.61
99831 - Surveying Aide	15.46***
99832 - Surveying Technician	23.33
99840 - Vending Machine Attendant	17.08***
99841 - Vending Machine Repairer	21.68
99842 - Vending Machine Repairer Helper	17.07***

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### **\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### **\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

## **Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347**

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, “furnish a statement on the wages paid each employee during the prior week.” U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed “Statement of Compliance” (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor’s obligation to pay fringe benefits may be met through the contractor’s contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor’s certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.



Detailed instructions for completing the first page of Form WH-347 follow:

“Check Box” for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

“Check Box” for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor’s/Subcontractor’s Business Name: Enter the business’ legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Week Ending Date: Enter the workweek ending date for this pay period.

**Prime Contractor’s/Subcontractor’s Business Address:** Enter the company’s full business address.

**Column 1A – Worker Entry No.:** Beginning with the number “1”, enter each worker’s entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

**Column 1B – Worker Last Name:** Self-explanatory.

**Column 1C – Worker First Name:** Self-explanatory.

**Column 1D – Worker Middle Initial:** Self-explanatory.

**Column 1E – Worker Identifying No.:** Enter each worker’s individual identifying number (e.g., last four digits of the worker’s social security number or any number specific to the individual worker) on each weekly certified payroll submitted. Note: workers’ full Social Security numbers must not be included.

**Column 2 – Journeyworker / Registered Apprentice:** Enter “J” if the worker is a journeyworker or “RA” if the worker is a registered apprentice in an apprenticeship program approved by DOL’s Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

**Column 3 – Labor Classification:** List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

**Column 4 – Hours Worked Each Day:** In column 4 in the table above row 1, please enter the first letter for each day of the contractor’s workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor’s workweek starts on Tuesday and ends on Monday, enter “T” for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with “M” on the last box of the first row. In the second row, enter the corresponding date for each day of the week.

**Please see example below:**

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time (“ST”) and overtime (“OT”) in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime (“OT”) (including hours worked on and off the site of the work of the covered contract). Note: For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit [Overtime Pay on Government Contracts](#).

**Column 5** – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

**Column 6A** – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. Note: do not include cash payments in lieu of fringe benefits in this column.

**Column 6B** – Total Fringe Benefit Credit: Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

**Column 6C** – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

**Column 7A** – Gross Amount Earned: Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

**Column 7B** –Gross Amount Earned for all Work: If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

**Column 8** – Deductions for all Work: Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. Note: Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.

**Column 9 – Net Payment to Worker for All Work:** Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

**Detailed instructions for completing the second page of Form WH-347 follow:**

**Project Name:** Enter the name of the project on which you are reporting.

**Project No. Or Contract No.:** Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

**Payroll No.:** Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

**Prime Contractor’s/Subcontractor’s Business Name:** Enter the business’ legal name.

**Project Location:** Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

**Week Ending Date:** Enter the workweek ending date for this pay period.

**Certifying Official’s Name and Title:** Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

**Statement of Compliance:** While the “Statement of Compliance” need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please “check” each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always must be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

If any worker is being paid as an apprentice during the period, box 4 must be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL’s Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter “Not Applicable” or “N/A” in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled “Hourly Credit for Fringe Benefits” must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an “unfunded plan”), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

**Note:** If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.

**Additional Remarks:** Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

**Signature of Certifying Official, Date, Telephone Number, and Email Address:** The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer’s identity. Note: Photocopies or scanned copies of signatures do not satisfy this requirement.

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

# WORKER RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where workers can readily see it.

#### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this notice for the work you perform.

#### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

#### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

#### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved federal or state apprenticeship programs.

#### RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

#### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

866-487-9243  
[dol.gov/agencies/whd](https://dol.gov/agencies/whd)



# DERECHOS DE LOS TRABAJADORES

## BAJO LA LEY DAVIS-BACON

### PARA OBREROS Y MECÁNICOS QUE TRABAJAN EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

La ley exige que los empleadores coloquen este cartel en un lugar donde los trabajadores puedan verlo fácilmente.

<b>SALARIOS PREVALECIENTES</b>	No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.
<b>SOBRETIEMPO</b>	Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.
<b>CUMPLIMIENTO</b>	Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales Davis-Bacon permiten la rescisión del contrato y la exclusión de los contratistas de futuros contratos federales durante tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.
<b>APRENDICES</b>	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.
<b>REPRESALIAS</b>	La ley prohíbe despedir o tomar represalias contra los trabajadores por presentar una queja, cooperar en una investigación o testificar en un procedimiento bajo la Ley Davis-Bacon y Leyes Relacionadas.
<b>PAGO APROPIADO</b>	Si no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

866-487-9243  
dol.gov/agencies/whd





## Instructions For Completing Payroll Form, WH-347 OMB Control No. 1235-0008

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all

projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate,

plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

# U.S. Department of Labor

Wage and Hour Division

## Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025  
OMB No.: 1235-0008  
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.			PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME															
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE			PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS															
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)					
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
								HOURS WORKED EACH DAY													TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

### Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME			PROJECT NO. or CONTRACT NO.		PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																																																																																																																																																																																					
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I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:																																																																																																																																																																																												
<input type="checkbox"/>	The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.																																																																																																																																																																																											
<input type="checkbox"/>	All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.																																																																																																																																																																																											
<input type="checkbox"/>	The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.																																																																																																																																																																																											
<input type="checkbox"/>	Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.																																																																																																																																																																																											
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<p align="center"><b>HOURLY CREDIT FOR FRINGE BENEFITS</b></p> <p align="center"><i>If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.</i></p> <table border="1"> <thead> <tr> <th rowspan="4">NAME OF WORKER</th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th rowspan="4">TOTAL HOURLY CREDIT</th> </tr> <tr> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> </tr> <tr> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> </tr> <tr> <th><input type="checkbox"/> Funded</th> <th><input type="checkbox"/> Unfunded</th> <th><input type="checkbox"/> Funded</th> <th><input type="checkbox"/> Unfunded</th> <th><input type="checkbox"/> Funded</th> <th><input type="checkbox"/> Unfunded</th> <th><input type="checkbox"/> Funded</th> <th><input type="checkbox"/> Unfunded</th> <th><input type="checkbox"/> Funded</th> <th><input type="checkbox"/> Unfunded</th> <th><input type="checkbox"/> Funded</th> <th><input type="checkbox"/> Unfunded</th> </tr> </thead> <tbody> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>													NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		PLAN NO.		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<input type="checkbox"/>	All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.																																																																																																																																																																																											
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.																																																																																																																																																																																												

**ATTACHMENT N**  
**RELEASE OF LIEN FORMS**

**This space was intentionally left blank.**

**THE PALM BEACH COUNTY HOUSING AUTHORITY**

**LIENOR'S PAID IN FULL AFFIDAVIT**

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

Quote/Project No. PBCHA-IFB-2025-11

Project Name: Arborist Tree Trimming Services

BEFORE me the undersigned authority, authorized to administer oaths

And take acknowledgments, personally appeared

\_\_\_\_\_ who,  
after being first and duly sworn, upon oath disposes and says that all lienors contracting directly  
with or directly employed by them and all bills, ages, fees, claims or other charges in connection  
with the above stated project incurred by \_\_\_\_\_ have  
be paid in full.

IN WITNESS WHEREOF I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

Lienor's Name \_\_\_\_\_

(Company Name) (SEAL) \_\_\_\_\_

Signed By (Officer of the company, min level VP) \_\_\_\_\_

Print Name: \_\_\_\_\_

Title (Officer of the company, min level VP)

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_,

by \_\_\_\_\_, who is ☐ personally known to me or

☐ produced \_\_\_\_\_ as identification and who did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public Print Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_



# THE PALM BEACH COUNTY HOUSING AUTHORITY

## PARTIAL RELEASE OF LIEN – Subcontractor

The undersigned lienor, in consideration of the partial payment in the amount of \$ \_\_\_\_\_ hereby waives and releases its lien and right to claim a lien of labor, services or materials furnished from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_  
(Insert date) (Insert date)

On the job of THE PALM BEACH COUNTY HOUSING AUTHORITY for the services performed of:

Quote/Project No. PBCHA-IFB-2025-11

Project Name: Arborist Tree Trimming Services

This release does not cover any retention of labor, services, or materials furnished after the date specified.

The undersigned acknowledged that, under Florida law, the contractor, owner and other parties have a right to rely upon this wavier and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lienor's Name: \_\_\_\_\_

(company name)

By \_\_\_\_\_

(Officer of the company, min level VP)

WITNESS:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Officer of the company, min level VP)

STATE OF FLORIDA }

COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_, who is ☐ personally known to me or

☐ produced \_\_\_\_\_ as identification and who did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public Print Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

# THE PALM BEACH COUNTY HOUSING AUTHORITY

## PARTIAL RELEASE OF LIEN – Prime Contractor

The undersigned lienor, in consideration of the partial payment in the amount of \$ \_\_\_\_\_ hereby waives and releases its lien and right to claim a lien of labor, services or materials furnished from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_  
(Insert date) (Insert date)

On the job of THE PALM BEACH COUNTY HOUSING AUTHORITY for the services performed of:

Quote/Project No. PBCHA-IFB-2025-11

Project Name: Arborist Tree Trimming Services

This release does not cover any retention of labor, services, or materials furnished after the date specified.

The undersigned acknowledged that, under Florida law, the contractor, owner and other parties have a right to rely upon this wavier and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Lienor's Name: \_\_\_\_\_

(company name)

By \_\_\_\_\_

(Officer of the company, min level VP)

WITNESS:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Officer of the company, min level VP)

STATE OF FLORIDA }

COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_, who is ☐ personally known to me or

☐ produced \_\_\_\_\_ as identification and who did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public Print Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

THE PALM BEACH COUNTY HOUSING AUTHORITY

**FINAL RELEASE OF LIEN - Subcontractor**

KNOW ALL MEN BY THESE PRESENTS, that

(subcontractor company name) \_\_\_\_\_  
for and in consideration of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(total amount of contract)

paid to me/us by \_\_\_\_\_, the contractor for The Palm Beach  
County Housing Authority, on the project listed below, receipt of which is hereby acknowledged,  
do hereby release and waive all liens, lien rights, claims or demands for labor, services or  
materials of any kind whatsoever which I/we now have or might have against the property,  
building, and/or any incidental expense of the services performed of

Arborist Tree Trimming Services PBCHA-IFB-2025-11

The undersigned acknowledged that, under Florida law, the contractor, owner, and other parties  
have a right to rely upon this waiver and release and that making any false statements shall  
constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

Lienor's Name:

\_\_\_\_\_  
(company name)

By \_\_\_\_\_  
(Officer of the company, min level VP)

WITNESS:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Officer of the company, min level VP)

STATE OF FLORIDA }

COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_, who is ☐ personally known to me or

☐ produced \_\_\_\_\_ as identification and who did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public Print Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

**THE PALM BEACH COUNTY HOUSING AUTHORITY**

**FINAL RELEASE OF LIEN – Prime Contractor**

KNOW ALL MEN BY THESE PRESENTS, that

(subcontractor company name) \_\_\_\_\_  
for and in consideration of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(total amount of contract)

paid to me/us by \_\_\_\_\_, the contractor for The Palm Beach  
County Housing Authority, on the project listed below, receipt of which is hereby acknowledged,  
do hereby release and waive all liens, lien rights, claims or demands for labor, services or  
materials of any kind whatsoever which I/we now have or might have against the property,  
building, and/or any incidental expense of the services performed of

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The undersigned acknowledged that, under Florida law, the contractor, owner, and other parties  
have a right to rely upon this waiver and release and that making any false statements shall  
constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

Lienor's Name:

\_\_\_\_\_  
(company name)

By \_\_\_\_\_

(Officer of the company, min level VP)

WITNESS:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Officer of the company, min level VP)

STATE OF FLORIDA }

COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_, who is ☐ personally known to me or

☐ produced \_\_\_\_\_ as identification and who did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public Print Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

## **ATTACHMENT O**

### **SITE MAPS**

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# Banyan Club Apartments

- ❖ Pine Trees – Remove ALL dry branches. Pines trees are scattered throughout the property.
- ❖ Tree – Follow County Specifications (Trim Back & Umbrella Cut)
- ❖ All cabbage palms on site need to be clean. (Cut dead branches.)

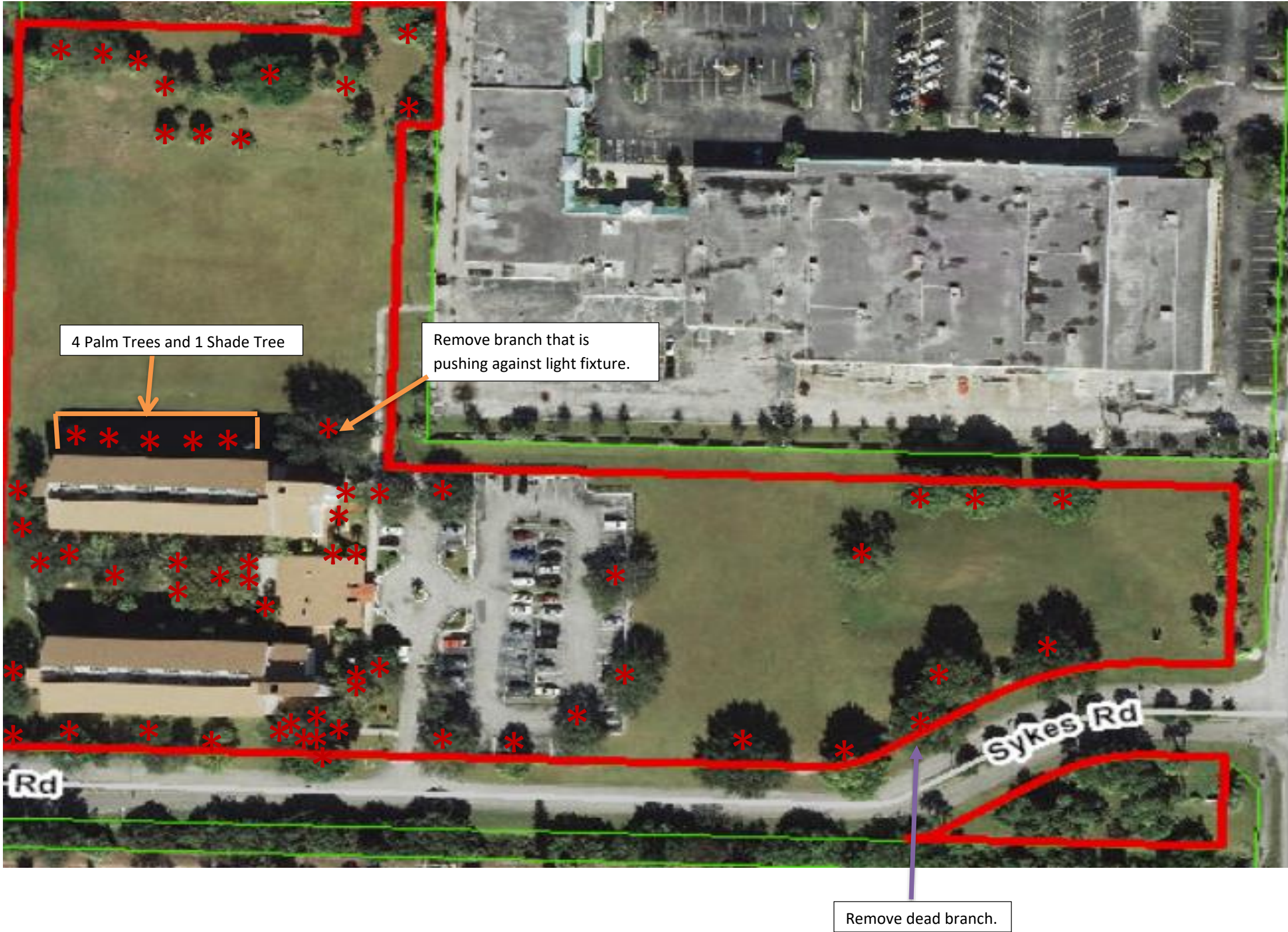


- ❖ Trim back over growth along fence line and remove vegetation off fence. (Marking Indicator)



# Drexel House Apartments

All cabbage palms on site need to be clean. (Cut dead branches.)






# Dyson Circle Apartments


- ❖ Pine Trees – Remove ALL dry branches. Pines trees are scattered throughout the property.
- ❖ Tree – Follow County Specifications (Trim Back & Umbrella Cut)
- ❖ All cabbage palms on site need to be clean. (Cut dead branches)

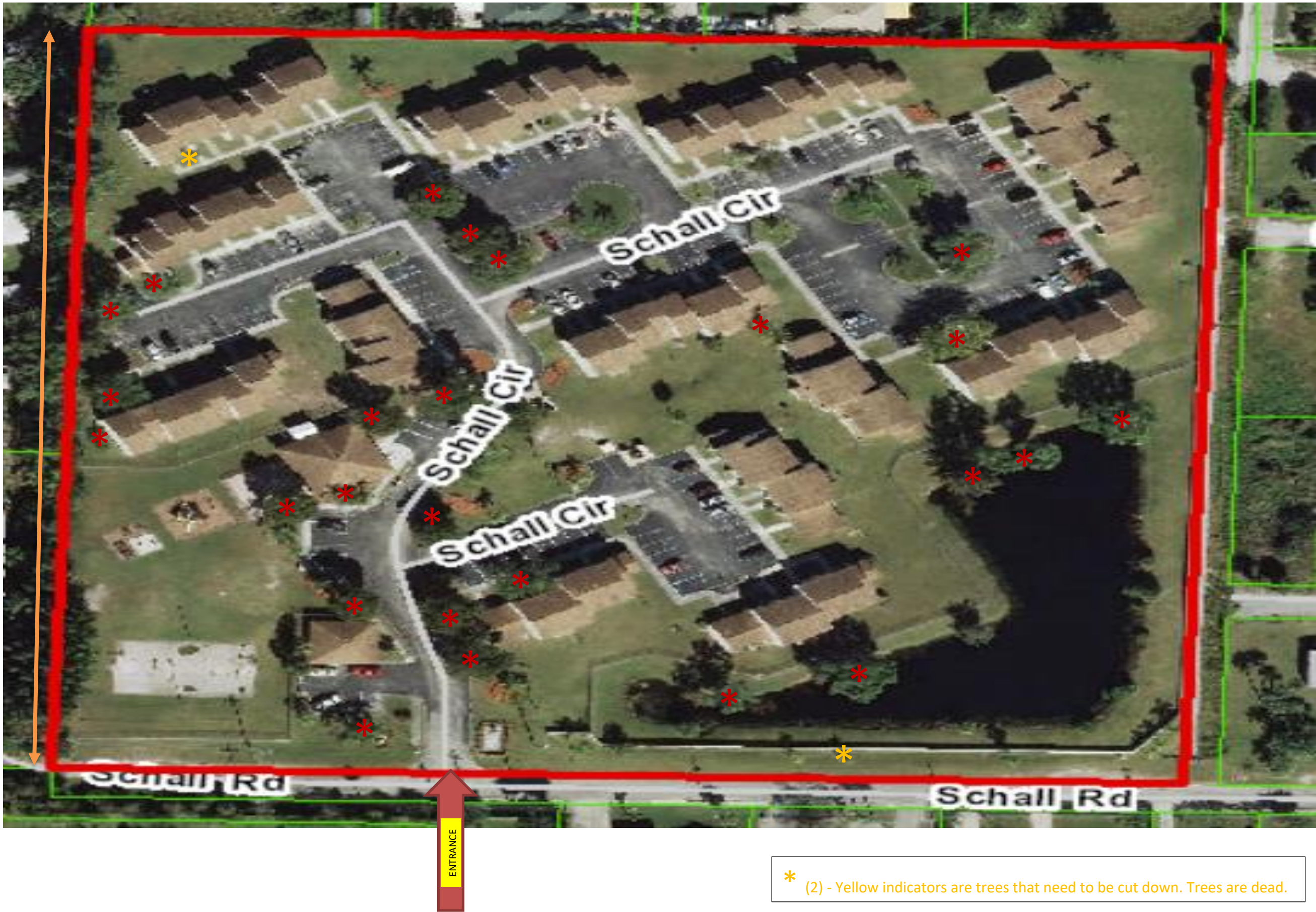


- ❖ Trim back overgrowth along fence line and remove vegetation off fence. (Marking Indicator) 



# Schall Circle Apartments

- ❖ Pine Trees – Remove ALL dry branches. Pines trees are scattered throughout the property.
- ❖ Tree – Follow County Specifications (Trim Back & Umbrella Cut)
- ❖ All cabbage palms on site need to be clean. (Cut dead branches.)
- ❖ Trim back over growth along fence line. (Marking indicator) 



\* (2) - Yellow indicators are trees that need to be cut down. Trees are dead.



# Seminole Circle Apartments

- ❖ Tree – Follow County Specifications (Trim Back & Umbrella Cut)
- ❖ 15 Palms (West along property wall - All cabbage palms on site need to be clean. (Cut dead branches.) (Marking indicator) ←→

6 Palms (West of property entrance) – All cabbage palms on site need to be clean. (Cut dead branches.)

2 Trees outside property wall.

ENTRANCE





## **ATTACHMENT P**

### **Palm Beach County Pruning Guidelines**

**This space was intentionally left blank.**

## Purpose and Intent

- To improve appearance and health of a plant.
- To remove diseased, dead, or abnormal plant tissue.
- To remove undesirable growth that distracts from the balance of symmetry of the plant.
- To stimulate flowering and/or fruit production of old plants.
- To prevent personal injury or property damage.
- To encourage young plants to produce stronger and more vigorous trees.
- To rejuvenate old trees and shrubs.
- To develop a specific plant form, which is approved by the Zoning Division, prior to pruning.

## Palm Pruning Requirements

Article 7.E.4.B - Palm Pruning Requirements:

- No more than one third of fronds shall be removed
- No pruning above the horizon line, except for dead or diseased fronds.



Before Pruning



After Proper  
Pruning



After Excessive  
Pruning

## Palm Beach County Zoning Division Landscape



## Palm Beach County Board of County Commissioners

## Contact Information

### FOR MORE INFORMATION PLEASE CONTACT

Palm Beach County  
Planning, Zoning & Building Department  
**Zoning Division**  
Landscape Section

Location: 2300 North Jog Road, 2nd Floor,  
West Palm Beach, Florida 33411

Phone: 561-233-5200

Email: [PZB-ZonePOC@pbcgov.org](mailto:PZB-ZonePOC@pbcgov.org)

Website:

<https://discover.pbcgov.org/pzb/Zoning/Sections/Permit-Review-Landscape.aspx>



## PALM BEACH COUNTY PRUNING GUIDELINES



## Pruning Regulations

The Unified Land Development Code (ULDC) Article 7.F.4 - Pruning After Installation, establishes acceptable practices for pruning trees in unincorporated Palm Beach County (PBC).

All Arborists and Tree Professional shall adhere to the ANSI A300 Pruning Standards.

Tree topping / hatracking is prohibited.

The Palm Beach County Pruning Regulations encourage a property owner to establish a pruning program that ensures the trees are permitted to grow to their natural form.

It is important when installing trees in the landscape, the property owner should be familiar with the habit and growth rate of the trees. Planting the right trees in the right environment will avoid unnecessary illegal pruning in the future. Large shade trees need open space for their canopy to spread.

Contact your local Cooperative Extension Office, or if you need help in selecting a tree, please refer to the Preferred Plant interactive guide. On the Palm Beach County Web page at:

[https://www.pbcgov.org/ePZB.Admin.WebSPA/#/Container/Plant\\_Material\\_Database](https://www.pbcgov.org/ePZB.Admin.WebSPA/#/Container/Plant_Material_Database)

Please note that required plants damaged during a natural disaster or hurricane must be replaced.

For Frequently asked question regarding pruning and landscape practices please see:

<https://discover.pbcgov.org/pzb/FAQPages/Zoning-Landscape.aspx>

## Examples of Trees Pruned in Accordance with PBC Regulations



The above examples demonstrate where the proper tree was used in the landscape design. The trees have been pruned correctly to maintain the natural canopy of the tree.

**Prune a tree correctly today and  
SAVE A TREE for tomorrow.**

## Examples of Tree Pruning Violation

A tree can be illegally pruned causing the irreparable or irreversible harm improper pruning or hatracking of a tree that can cause significant damage to tree precludes the regrowth of a natural canopy.



Additionally, reparable harm to existing vegetation can include the improper pruning that has caused damage to vegetation to an extent that can be corrected or repaired through standards of additional pruning and care by professionals.



Trees that will never regrow a natural canopy and must be removed and replaced with several new trees shall be in accordance with ULDC regulations and the development order.

Failure to follow these regulations is a violation of the ULDC and may be subject to the Code Enforcement actions as listed in ULDC Articles 7.G. and Article 10 - Enforcement.

You may report tree pruning violations to Code Enforcement divisional office at [561-233-5500](tel:561-233-5500), or via email at [pzbcode@pbcgov.com](mailto:pzbcode@pbcgov.com).